

**Amendment
To the
Interconnection Agreement
Between
American Cellular Corporation
and
BellSouth Telecommunications, Inc.
Dated June 14, 2001**

Pursuant to this Amendment, (the "Amendment"), American Cellular Corporation (ACC), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated June 14, 2001 ("Agreement") to be effective the date of the last signature executing the Amendment.

WHEREAS, BellSouth and ACC entered into the Agreement on June 14, 2001 for the state of Kentucky and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. A new Section XXXII is hereby included to add Meet Point Billing as shown below and incorporated herein by this reference:

XXXII. Meet Point Billing

- A. Meet Point Billing (MPB), as supported by Multiple Exchange Carrier Access Billing (MECAB) guidelines, shall mean the exchange of billing data relating to jointly provided switched access calls and Transit Traffic at the tandem level but shall only apply to the following Third Party Carriers – 1) Interexchange Carriers (IXC), 2) Rural Incumbent Local Exchange Carriers (R-ILEC, ICO, or ITC), 3) Competitive Local Exchange Carriers (CLEC), or 4) Commercial Mobile Radio Services (CMRS) Providers uniquely identified in the Electronic Message Interface (EMI) 1101 call records in either the Carrier Identification Code (CIC) or Operating Company Number (OCN) fields which are, respectively, fields 45 thru 49 and 167 thru 170 of the EMI record.
- B. For purposes of MPB, any reference to Third Party Carriers shall include only those entities set forth in the preceding paragraph. MECAB refers to the document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Telcordia as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of Switched Access Traffic and Transit Traffic at the tandem level provided by two or more telecommunications carriers. Subject to Carrier providing all necessary information, BellSouth agrees to

participate in MPB for Switched Access Traffic (as described in BellSouth's Tariffs) and Transit Traffic when both the originating and terminating parties participate in MPB with BellSouth. BellSouth shall pass Electronic Message Interface (EMI) 1101 call records to Carrier at no charge. Depending on the delivery medium selected by Carrier, appropriate charges for that delivery medium will be applied. Notwithstanding the foregoing, for purposes of MPB, where either or both of the originating or terminating carrier of Transit Traffic does not have MPB capability or refuses to participate in MPB with respect to such Transit Traffic, Section VI. D will apply and this Section XXXII shall not apply to Carrier with respect to such Third Party Carrier. In such event, Carrier shall be responsible for costs and charges incurred by BellSouth to the extent required under Section VI. D.

- C.** Information required from carriers participating in MPB with BellSouth includes, but is not limited to:
- (i) Regional Accounting Office code (RAO)
 - (ii) Operating Company Number (OCN) per state for each entity to be billed.
If an OCN is not available for each billed entity, BellSouth will only render a bill to Carrier.
 - (iii) a unique Access Carrier Name Abbreviation (ACNA)
 - (iv) Percent Interstate Usage
 - (v) Percent Local Usage
 - (vi) 800 Service Percent Interstate Usage or default of 50%
 - (vii) Billing Interconnection Percentage
 - (viii) Screening Telephone Number (STN) from Carrier's dedicated NXX associated with each Trunk Group subscribed to.
- D.** A default Billing Interconnection Percentage (BIP) of 0% BellSouth and 100% Carrier will be used if Carrier does not file with NECA to establish a BIP other than default. Carrier must support MPB for all Switched Access Traffic and Transit Traffic, at the tandem level, in accordance with Mechanized MECAB guidelines. The Parties acknowledge that the exchange of 1150 records will not be required.
- E.** MPB will be provided for Switched Access Traffic and Transit Traffic at the tandem level only. Parties utilizing MPB must subscribe to tandem level interconnections with BellSouth and must deliver all Transit Traffic to BellSouth over such tandem level interconnections. Additionally, exchange of records will necessitate both the originating and terminating networks to subscribe to dedicated NXX codes, which can be identified as belonging to the originating and terminating network. NPA/NXX codes are presented in the Local Exchange Routing Guide (LERG) in association with a specific switch Common Language Location Identification (CLLI). Under national programming rules associated with Carrier Access Billing Systems (CABS), each CLLI is associated with a single rate center. Additionally, (i) if the Carrier has Type 2A and Non-Type 2A NPA/NXX codes associated with a single CLLI or, (ii) if the CLLI is associated with additional NPA/NXX codes with rate centers outside of BellSouth's service area or, (iii) if the Type 2A NPA/NXX code or CLLI

home on a non-BellSouth SHA "00" tandem or are in a disassociated LATA, then those NPA/NXX codes and CLLI codes will not be included in MPB, and Switched Access Traffic and Transit Traffic associated with those NPA/NXX codes will continue to be billed in accordance with the provisions of Section VI D. When converting to MPB, if Carrier has NPA/NXX codes with more than a single rate center terminating to a given CLLI, Carrier must provide BellSouth with information stating which BellSouth rate center will be associated with the CLLI. MPB is not available when the tandem at which the Parties have interconnected does not have the capability to measure actual traffic.

- F.** In a MPB environment, when Carrier utilizes services provided by BellSouth that are necessary to deliver certain types of calls (e.g. Local Number Portability queries and 800 Data Base queries), Carrier will be billed applicable charges as set forth in BellSouth's federal or state access tariffs, as appropriate. In the alternative, Carrier may perform the appropriate database queries prior to delivery of such traffic to BellSouth.
- G.** Participation in MPB is outside the reciprocal compensation requirements of this Agreement. Under MPB, Carrier will compensate BellSouth at the rate set forth in Section VI. D of this Agreement for Carrier originated Transit Traffic. Meet Point Billing to IXCs for jointly provided switched access traffic will be consistent with the most current MECAB billing guidelines.
- H.** Exchange of records will begin no earlier than ninety days (90) from the later of the date the contract is signed or the date that all necessary information as defined in Section XXXII.C above is provided. Once Carrier sets up MPB arrangements for Transit Traffic, Transit Traffic will be subject to only the \$.002 per minute Transit Charge (or such other rate ordered by the state), and Third Party Termination Charges shall not apply. Notwithstanding the foregoing, in the event Carrier utilizes BellSouth's network to deliver Transit Traffic to a Third Party Carrier that does not accept traffic from BellSouth as Transit Traffic and has not, or will not, agree to MPB arrangements with Carrier for such Transit Traffic, BellSouth shall have the right to bill and collect from Carrier any amounts BellSouth pays to the Third Party Carrier for termination of Carrier's Transit Traffic. MPB as described in this Section XXXII requires Carrier to enter into interconnection or traffic exchange agreements with Third Party Carriers who terminate traffic originated by Carrier. Carrier will be liable to BellSouth for any charges, costs and fees BellSouth may incur for delivering Carrier's Transit Traffic.
- I.** In the event an Industry Settlement Agreement is reached between BellSouth and the Independent Telephone Companies specific to MPB traffic, then, upon conversion to MPB, ACC shall become a party to that Settlement Agreement. Upon execution of the Settlement Agreement, compensation for traffic addressed in such Settlement Agreement shall be handled in accordance with the Settlement Agreement, as opposed to in accordance with this Agreement. The Parties obligations under this Agreement for all traffic not affected by the Settlement will continue in

accordance with the terms of this Agreement. Compensation to BellSouth for such traffic prior to ACC's conversion to MPB and execution of the Settlement Agreement will be in accordance with this Agreement.

2. All of the other provisions of the Agreement, dated June 14, 2001, shall remain in full force and effect.
3. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

BellSouth Telecommunications, Inc.

By: Signature on file

Name: Randy J. Ham

Title: Assistant Director – Wireless Interconnection

Date: 10/10/03

American Cellular Corporation

By: Signature on file

Name: Timothy J. Duffy

Title: Senior V.P.

Date: 10/03/03